

## **Exhibit A**

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

EDWIN LORENZO RUCUCH, *individually and  
on behalf of others similarly situated,*

17-cv-07424

*Plaintiff,*

-against-

12 CHAIRS BYN, LLC (D/B/A 12 CHAIRS  
CAFÉ), SIMON MAMAN, RON KEREN, and  
RONEN GRADY,

*Defendants.*

**SETTLEMENT AGREEMENT  
AND  
RELEASE**

This Settlement Agreement and Release of Claims ("Agreement") is entered into by and among Plaintiff Edwin Lorenzo Rucuch ("Plaintiff Rucuch") on the one hand, and 12 Chairs BYN, LLC (d/b/a 12 Chairs Cafe) ("Defendant Corporation") Simon Maman, Ron Keren, and Ronen Grady ("Individual Defendants"), (collectively, "Defendants"), on the other hand.

WHEREAS, Plaintiff Rucuch alleges that he worked for Defendants as an employee; and

WHEREAS, a dispute has arisen regarding Plaintiff Rucuch's alleged employment and the terms thereof, which dispute has resulted in the filing of an action in the United States District Court for the Eastern District of New York, Civil Action No: 17-cv-07424 (hereinafter "the Litigation"), alleging, among other things, a violation of federal and state wage and hour and overtime laws;

WHEREAS, Defendants deny any violation of federal and state wage and hour and overtime laws; and

WHEREAS, the parties desire to resolve all disputes between them without the necessity of further litigation;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. Payment: Defendants shall pay or cause to be paid to Plaintiff Rucuch, subject to the terms and conditions of this Agreement, and as full, complete, and final settlement and final satisfaction of any and all claims or potential claims Plaintiff Rucuch may have against Defendants through the Effective Date of this Agreement, including all counsel fees and costs incurred by Plaintiff Rucuch, the gross sum of Sixty Thousand Dollars and No Cents (\$60,000.00) (the "Settlement Amount") to be paid to Plaintiff Rucuch's attorneys in Sixteen ("16") monthly installments, as follows:

i. For each of the sixteen (16) installments, a check made by 1099 payable to Michael A. Faillace & Associates, P.C. of One Thousand Two Hundred Forty Eight Dollars and Seventy Five Cents (\$1,248.75), and a check made by 1099 payable to

Fernando Rucuch for Two Thousand Five Hundred One Dollars and Twenty Five Cents (\$2,501.25).

The first installment being due within Thirty (30) days of U.S. District Court approval of this agreement and each subsequent installment being due in Thirty (30) day increments from that initial first installment payment..

Within Thirty (30) days of this Agreement being approved by the U.S. District Court, all of the post-dated checks/payments set forth above shall be delivered to the office of Michael Faillace & Associates, P.C. to the attention of Michael Faillace, Esq., 60 East 42nd Street, Suite 4510, New York, NY 10165. Failure to deliver said checks shall constitute a default under the Agreement.

The parties contemplate that Plaintiff's counsel will apply for a finding of fairness with requested attorneys' fees for 33.3% and, further, that Plaintiff Rucuch shall receive from each installment that pro rata proportion of his recovery against the pro rata portion of counsel fees and costs that are ultimately approved by the Court.

Concurrently with the execution of this Agreement, Defendants 12 Chairs BYN, LLC (d/b/a 12 Chairs Café), Simon Maman, Ron Keren, and Ronen Grady, shall each execute and deliver to Plaintiff's counsel confessions of judgment ("Confessions of Judgment") in the form annexed hereto as Exhibits A to D respectively. The Parties hereby acknowledge and agree that the Confessions of Judgment will be held in escrow by Plaintiff's counsel and will not be entered and/or filed at any time other than (i) in the event that the Defendants fail to make any of the installment payments as set forth above, or Defendants fail to deliver the first payment to Plaintiff's counsel within thirty days of the Court approving the Agreement, and (ii) Defendants fail to cure such default within five (5) business days of receipt of written notice (to be delivered to Defendants by first class mail and email via their counsel, Andreas Koutsoudakis, Koutsoudakis & Iakovou Law Group, PLLC, 90 Broad St, 10<sup>th</sup> Fl, New York, NY 10004. Any such Notice of Default shall be deemed received on the first business day after it is mailed, in accordance with paragraph 6.

2. Release and Covenant Not To Sue: Plaintiff Rucuch hereby irrevocably and unconditionally releases from and forever discharges and covenant not to sue Defendants, and for each of them, their heirs, successors, assigns, affiliates, parent organizations, subsidiaries, directors, owners, shareholders, members, employees, agents, attorneys, legal representatives and managers any and all charges, complaints, claims, causes of action, suits, debts, liens, contracts, rights, demands, controversies, losses, costs and or expenses, including legal fees and any other liabilities of any kind or nature whatsoever, known or unknown, suspected or unsuspected, whether fixed or contingent (hereinafter referred to as "claim" or "claims") which each Plaintiff Rucuch at any time has, had, claims or claimed to have against Defendants relating specifically to the claims in the Litigation that have occurred as of the Effective Date of this Agreement. Similarly, Defendants release and discharge Plaintiff Rucuch from any and all known claims, and liabilities of any kind that they have, had or claimed to have against Plaintiff Rucuch relating specifically to the claims in the Litigation that have occurred as of the Effective Date of this Agreement.

3. No Admission of Wrongdoing: This Agreement and compliance with this Agreement shall not be construed as an admission by Defendants of any liability whatsoever, or of any violation of any statute, regulation, duty, contract, right or order.

4. Modification of the Agreement: This Agreement may not be changed unless the changes are in writing and signed by a proper representative of Plaintiff Rucuch and Defendants.

5. Acknowledgments: Plaintiff Rucuch and Defendants acknowledge that they are not relying upon any statement, representation or promise in executing this Agreement except for statements, representations or promises expressly set forth in this Agreement. They further acknowledge and agree that the only consideration for signing this Agreement is as set forth in this Agreement.

6. Notices: Notices required under this Agreement shall be in writing and shall be deemed given on the first business day following first-class mailing and electronic transmission thereof. Notice hereunder shall be delivered to:

To Plaintiff Rucuch:

Michael Faillace, Esq.  
**MICHAEL FAILLACE & ASSOCIATES, P.C.**  
60 East 42<sup>nd</sup> St. Suite 4510  
New York, NY 10165  
Tel: (212) 317-1200  
Fax: (212) 317-1620  
Email: michael@faillacelaw.com

To Defendants:

Andreas Koutsoudakis  
**KOUTSOUAKIS & IAKOVOU LAW GROUP, PLLC**  
90 Broad Street, 10th Floor  
New York, NY 10004  
Tel: 212-386-7606  
Email: andreas@kilawgroup.com

7. Governing Law: This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of New York, excluding the conflict-of-laws principles thereof. The parties consent and stipulate to the personal jurisdiction of the United States District Court for the Southern District of New York and the Supreme Court of the State of New York in any subsequent proceeding to enforce this Agreement.

8. Enforceability: If any provision of this Agreement is held to be illegal, void, or unenforceable, such provision shall be of no force or effect. However, the illegality or unenforceability of such provision shall have no effect upon, and shall not impair the legality or enforceability of, any other provision of this Agreement, provided, however, that upon any finding by a court of competent jurisdiction that a release or waiver of claims or rights or a covenant set forth herein is illegal, void or unenforceable, Plaintiff Rucuch agrees to promptly execute a release, waiver and/or covenant that is legal and enforceable.

9. Tax Indemnity: Plaintiff shall be solely responsible for any taxes resulting from the payments received under this Agreement, and in the event of an audit by any taxing authority regarding payment to any plaintiff in this Agreement, such Plaintiff shall indemnify and hold each of the Defendants harmless to the fullest extent permitted by law, including the payment of any damages, penalties, interest, attorneys' fees and/or judgments that may be incurred by Defendants resulting from any payment under this Agreement.

waiver and/or covenant that is legal and enforceable.

9. Tax Indemnity: Plaintiff shall be solely responsible for any taxes resulting from the payments received under this Agreement, and in the event of an audit by any taxing authority regarding payment to any plaintiff in this Agreement, such Plaintiff shall indemnify and hold each of the Defendants harmless to the fullest extent permitted by law, including the payment of any damages, penalties, interest, attorneys' fees and/or judgments that may be incurred by Defendants resulting from any payment under this Agreement.

10. Release Notification: Defendants advised Plaintiffs to discuss the terms of this Agreement and release of claims with their legal counsel and Plaintiffs acknowledge that they have consulted with Michael Faillace, Esq. of Michael Faillace & Associates, P.C., Plaintiff Rucuch acknowledges that it is their choice to waive any potential claims in return for the benefits set forth herein and that each of them made this decision after careful thought and a reasonable period of time to consider this Agreement, and after an opportunity to consult with their attorneys. Plaintiff Rucuch confirms that this Settlement Agreement and Release has been translated to them in Spanish and that they understand the terms of this Agreement and that they are signing this Agreement voluntarily.

11. Counterparts: To signify their agreement to the terms of this Agreement and Release, the parties have executed this Agreement on the date set forth opposite their signatures, which appear below. This Agreement may be executed in two or more counterparts and each of such counterparts, for all purposes, shall be deemed to be an original but all of such counterparts together shall constitute but one and the same instrument, binding upon all parties hereto, notwithstanding that all of such parties may not have executed the same counterpart. This agreement may also be executed by facsimile transmission.

**PLAINTIFF:**

By:

  
EDWIN LORENZO RUCUCH

11/20/19  
DATE

**DEFENDANTS:**

By:

FOR 12 CHAIRS BYN, LLC

DATE

By:

RONEN GRADY

DATE

By:

RON KEREN

DATE

10. Release Notification: Defendants advised Plaintiffs to discuss the terms of this Agreement and release of claims with their legal counsel and Plaintiffs acknowledge that they have consulted with Michael Faillace, Esq. of Michael Faillace & Associates, P.C., Plaintiff Rucuch acknowledges that it is their choice to waive any potential claims in return for the benefits set forth herein and that each of them made this decision after careful thought and a reasonable period of time to consider this Agreement, and after an opportunity to consult with their attorneys. Plaintiff Rucuch confirms that this Settlement Agreement and Release has been translated to them in Spanish and that they understand the terms of this Agreement and that they are signing this Agreement voluntarily.

11. Counterparts: To signify their agreement to the terms of this Agreement and Release, the parties have executed this Agreement on the date set forth opposite their signatures, which appear below. This Agreement may be executed in two or more counterparts and each of such counterparts, for all purposes, shall be deemed to be an original but all of such counterparts together shall constitute but one and the same instrument, binding upon all parties hereto, notwithstanding that all of such parties may not have executed the same counterpart. This agreement may also be executed by facsimile transmission.

**PLAINTIFF:**

By: EDWIN LORENZO RUCUCH DATE

**DEFENDANTS:**

By: FOR 12 CHAIRS BYN, LLC DATE  
11/21/19

By: RONEN GRADY DATE  
11/21/19

By: RON KEREN DATE  
11/21/19

By: SIMON MAMAN DATE  
11/20/19

## **Exhibit A**

SUPREME COURT OF THE STATE OF NEW YORK

----- X  
EDWIN LORENZO RUCUCH, *individually*  
*and on behalf of others similarly situated,*

*Plaintiff,*

-against-

12 CHAIRS BYN, LLC (D/B/A 12 CHAIRS  
CAFÉ), SIMON MAMAN, RON KEREN,  
and RONEN GRADY,

*Defendants.*

*Defendants.*

Index No.:

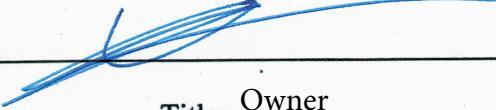
**AFFIDAVIT OF CONFESSION OF  
JUDGMENT**

----- X  
STATE OF NEW YORK )  
: ss.:  
COUNTY OF NEW YORK )

1. I reside in Bergen County, New Jersey.
2. I, Ronen Grady, am the Owner of 12 Chairs BYN, LLC (d/b/a 12 Chairs Café). I am duly authorized to make this affidavit of confession of judgment on behalf of 12 Chairs BYN, LLC (d/b/a 12 Chairs Café).
3. 12 Chairs BYN, LLC (d/b/a 12 Chairs Café) maintains its principal place of business in Kings County at 342 Wythe Ave., Brooklyn, NY.
4. Pursuant to the terms of the Settlement Agreement and Release by and between Edwin Lorenzo Rucuch ("Plaintiff") and 12 Chairs BYN, LLC (d/b/a 12 Chairs Café), Simon Maman, Ron Keren, and Ronen Grady (each a "Defendant" and collectively, "Defendants"), to which this Affidavit is annexed, I hereby confess judgment and authorize entry thereof in the Supreme Court of the State of New York against 12 Chairs BYN, LLC (d/b/a 12 Chairs Café) in favor of Plaintiffs for the sum of NINETY THOUSAND DOLLARS (\$90,000).
5. This affidavit of confession of judgment is for a debt justly due to Plaintiff under the terms of the Settlement Agreement, to which this Affidavit is annexed, which provides that Defendants are to submit a total sum of Sixty Thousand Dollars and Zero Cents (\$60,000.00) to Plaintiff. The amount of this affidavit of confession of judgment represents the settlement amount of \$60,000 plus liquidated damages of \$30,000.
6. This affidavit is made upon good and valuable consideration, the sufficiency of which I acknowledge on behalf of Defendants, including, without limitation, the terms and provisions of the Settlement Agreement.
7. I hereby represent my understanding that upon Defendants' breach of the Settlement Agreement and failure to cure, this Confession of Judgment shall be docketed and entered in the Supreme Court of the State of New York as a judgment for \$90,000 (less any

payments already paid to Plaintiff pursuant to the above schedule) against Defendant 12 Chairs BYN, LLC (d/b/a 12 Chairs Café).

12 Chairs BYN, LLC (d/b/a 12 Chairs Café)

By: 

Title: Owner

STATE OF New York)

: ss.:

On Nov 21<sup>st</sup>, 2019, before me personally came Ronen Grady, to me known, who, by me duly sworn, did depose and say that deponent resides at 61 Ambarland St. Brooklyn, that deponent is the Owner of 12 Chairs BYN, LLC (d/b/a 12 Chairs Café), the party described herein, and that deponent executed the foregoing Affidavit of Confession of Judgment on behalf of 12 Chairs BYN, LLC (d/b/a 12 Chairs Café) and was authorized to do so.



Notary Public

PETER A. FRIEDMAN  
NOTARY PUBLIC, STATE OF NY  
NO. 01FR4989022  
QUALIFIED IN SUFFOLK COUNTY  
COMMISSION EXPIRES 11/25/202

## **Exhibit B**

SUPREME COURT OF THE STATE OF NEW YORK

x

EDWIN LORENZO RUCUCH, *individually and on  
behalf of others similarly situated,*

: Index No.:

*Plaintiff,*

**AFFIDAVIT OF CONFESSION OF  
JUDGMENT**

-against-

12 CHAIRS BYN, LLC (D/B/A 12 CHAIRS  
CAFÉ), SIMON MAMAN, RON KEREN, and  
RONEN GRADY,

*Defendants.*

:

x

STATE OF NEW YORK )

: ss.:

COUNTY OF NEW YORK )

SIMON MAMAN, being duly sworn, deposes and says:

1. I reside in NY County.

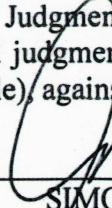
2. Pursuant to the terms of the Settlement Agreement and Release by and between Edwin Lorenzo Rucuch and 12 Chairs BYN, LLC (d/b/a 12 Chairs Café), Simon Maman, Ron Keren, and Ronen Grady (each a "Defendant" and collectively, "Defendants"), to which this Affidavit is annexed, I hereby confess judgment and authorize entry thereof against me individually and in favor of Plaintiff for the sum of NINETY THOUSAND DOLLARS (\$90,000).

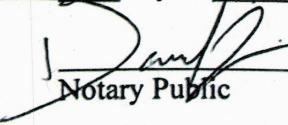
3. This affidavit of confession of judgment is for a debt justly due to Plaintiff under the terms of the Settlement Agreement, to which this Affidavit is annexed, which provides that Defendants are to submit a total sum of \$60,000.00 to Plaintiff. The amount of this affidavit of confession of judgment represents the settlement amount of \$60,000.00 plus liquidated damages of \$30,000.

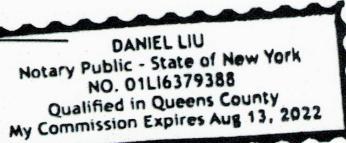
4. This affidavit is made upon good and valuable consideration, the sufficiency of which I acknowledge on behalf of Defendants, including, without limitation, the terms and provisions of the Settlement Agreement.

5. I hereby represent my understanding that upon Defendants' breach of the Settlement Agreement and failure to cure, this Confession of Judgment shall be docketed and entered in the Supreme Court of the State of New York as a judgment for \$90,000 (less any amounts already paid to Plaintiffs pursuant to the above schedule), against me, Simon Maman.

Sworn to before me this  
20 day of November 2019

  
SIMON MAMAN

  
Notary Public



## **Exhibit C**

SUPREME COURT OF THE STATE OF NEW YORK

----- X  
EDWIN LORENZO RUCUCH, *individually and on  
behalf of others similarly situated,*

*Plaintiff,*

-against-

12 CHAIRS BYN, LLC (D/B/A 12 CHAIRS  
CAFÉ), SIMON MAMAN, RON KEREN, and  
RONEN GRADY,

*Defendants.*

: Index No.:

**AFFIDAVIT OF CONFESSION OF  
JUDGMENT**

STATE OF NEW YORK )

: ss.:

COUNTY OF NEW YORK )

RON KEREN, being duly sworn, deposes and says:

1. I reside in Bergen County, New Jersey.

2. Pursuant to the terms of the Settlement Agreement and Release by and between Edwin Lorenzo Rucuch and 12 Chairs BYN, LLC (d/b/a 12 Chairs Café), Simon Maman, Ron Keren, and Ronen Grady (each a "Defendant" and collectively, "Defendants"), to which this Affidavit is annexed, I hereby confess judgment and authorize entry thereof against me individually and in favor of Plaintiff for the sum of NINETY THOUSAND DOLLARS (\$90,000).

3. This affidavit of confession of judgment is for a debt justly due to Plaintiff under the terms of the Settlement Agreement, to which this Affidavit is annexed, which provides that Defendants are to submit a total sum of \$60,000.00 to Plaintiff. The amount of this affidavit of confession of judgment represents the settlement amount of \$60,000.00 plus liquidated damages of \$30,000.

4. This affidavit is made upon good and valuable consideration, the sufficiency of which I acknowledge on behalf of Defendants, including, without limitation, the terms and provisions of the Settlement Agreement.

5. I hereby represent my understanding that upon Defendants' breach of the Settlement Agreement and failure to cure, this Confession of Judgment shall be docketed and entered in the Supreme Court of the State of New York as a judgment for \$90,000 (less any amounts already paid to Plaintiff pursuant to the above schedule), against me, Ron Keren.

Sworn to before me this

21 day of Nov 2019

NO. 01FR4989022

*Ron* *[Signature]*  
RON KEREN

*[Signature]*  
Notary Public

PETER A. FRIEDMAN  
NOTARY PUBLIC, STATE OF NY  
NO. 01FR4989022  
QUALIFIED IN SUFFOLK COUNTY  
COMMISSION EXPIRES 11/25/2021

## **Exhibit D**

SUPREME COURT OF THE STATE OF NEW YORK

-----x  
EDWIN LORENZO RUCUCH, *individually and on behalf of others similarly situated,*

: Index No.:

*Plaintiff,*

:  
**AFFIDAVIT OF CONFESSION OF JUDGMENT**

-against-

12 CHAIRS BYN, LLC (D/B/A 12 CHAIRS CAFÉ), SIMON MAMAN, RON KEREN, and RONEN GRADY,

*Defendants.*

-----x  
STATE OF NEW YORK )

COUNTY OF NEW YORK ) : ss.:

RONEN GRADY, being duly sworn, deposes and says:

1. I reside in Bergen County, New Jersey.

2. Pursuant to the terms of the Settlement Agreement and Release by and between Edwin Lorenzo Rucuch and 12 Chairs BYN, LLC (d/b/a 12 Chairs Café), Simon Maman, Ron Keren, and Ronen Grady (each a "Defendant" and collectively, "Defendants"), to which this Affidavit is annexed, I hereby confess judgment and authorize entry thereof against me individually and in favor of Plaintiff for the sum of NINETY THOUSAND DOLLARS (\$90,000).

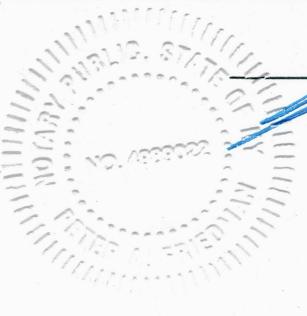
3. This affidavit of confession of judgment is for a debt justly due to Plaintiff under the terms of the Settlement Agreement, to which this Affidavit is annexed, which provides that Defendants are to submit a total sum of \$60,000.00 to Plaintiffs. The amount of this affidavit of confession of judgment represents the settlement amount of \$60,000.00 plus liquidated damages of \$30,000.

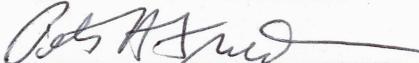
4. This affidavit is made upon good and valuable consideration, the sufficiency of which I acknowledge on behalf of Defendants, including, without limitation, the terms and provisions of the Settlement Agreement.

5. I hereby represent my understanding that upon Defendants' breach of the Settlement Agreement and failure to cure, this Confession of Judgment shall be docketed and entered in the Supreme Court of the State of New York as a judgment for \$90,000 (less any amounts already paid to Plaintiff pursuant to the above schedule), against me, Ronen Grady.

Sworn to before me this

21 day of Nov 2019

  
RONEN GRADY

  
Notary Public PETER A. FRIEDMAN  
NOTARY PUBLIC, STATE OF NY  
NO. 01FR4989022  
QUALIFIED IN SUFFOLK COUNTY  
ADMISSION EXPIRES 11/25/2021